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FILED
JAN 14 2008
CLERK
United States Bankruptcy Court
San Jose, California

December 19, 2007

Teague Patterson, SBN 226659
BEASON, TAYER & BODINE
1404 Franklin Street – 5th Floor
Oakland, Ca 94612

Reference: CASE NUMBER CV 07 5941 *on*
TRUSTEES OF TRI COUNTIES WELFARE TRUST FUND

Dear Sir:

I am enclosing a copy of Section 24, reference item (c) under Collective Bargaining Agreement dated 2003-2008, for Kelvin Hildebrand, Inc.

The audit referred to in this complaint includes non-union employees covered under other insurance plans for this period and not considered "Eligible Employees" under this Agreement.

The total amount due for "Eligible Employees" is \$4,326.84.

I am currently working with Steve Garcia of Local 890 to resolve this matter.

I believe this a harassment lawsuit and should be removed from the courts .

Sincerely,

A handwritten signature in black ink that reads "Kelvin Hildebrand". The signature is written in a cursive, flowing style.

KELVIN HILDEBRAND,
President

Cc: Richard W. Wieking, Clerk
United States District Court

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

By and Between

KELVIN HILDEBRAND INC.

And

**GENERAL TEAMSTERS UNION
LOCAL 890**

2003 - 2008



of such disinterested third parties. Decisions of a majority of the Board of Adjustment of the five members shall be final and binding upon the parties to this agreement. The Board of Arbitration shall have no power to add to or subtract from or modify any of the terms of this Agreement or any agreement made supplementary hereto.

Any expenses incurred covering the disinterested third party shall be borne equally by the Employer and the Union.

The Employer agrees that before any disciplinary action is taken against any employee covered by this agreement, the Employer will request an immediate meeting with the Union Representative and the employee involved to discuss the issue in question. The parties agree that such meeting needs to place as soon as practical upon notification by the Employer.

SECTION 24

HEALTH AND WELFARE

(a) The Employer agrees to provide Tri-Counties Welfare Trust Fund Medical Plan 10, Dental Plan D with vision coverage through Vision Service Plan (VSP) and \$10,000.00 Life and AD&D Insurance coverage to all eligible employees and their dependents. The Employer agrees to pay the current cost of four hundred and two dollars and forty-five cents (\$402.45).

(b) The Employer agrees to make payments to Tri Counties Welfare Trust Fund on the 10th day of each month. The Employer agrees to maintain the above described level of benefits of Tri Counties Welfare Trust Fund Plan 10, Dental D, VSP, Life and AD&D for the term of this agreement. The Employer agrees to pay up top a cap of four hundred and twenty-five (\$425.00) dollars. Should the cost of the Plan increase after the effective date of this Agreement above the previously described cap of four hundred

and twenty-five (\$425.00) dollars, the employees will pay the difference through a monthly payroll deduction. Should the Company and the Union mutually agree during the term of this agreement to modify said plan or change insurance companies, there shall be no reduction of benefits as currently provided by Tri Counties Welfare Trust Fund.

(c) Eligible employees with respect to whom such monthly payments are required to be made shall mean: "All employees covered by this Agreement who are in the employ of the Employer and who have worked not less than seventy (70) hours in the preceding month, and any other employees who were in the employ of the Employer as of the first day of the month and who had been employed and covered under any Teamster Health and Welfare Plan by another employer within thirty (30) days of their date of employment."

(d) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after contribution for active employment ceases. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such time as the employee returns to work; however, such contribution shall not be paid for a period of more than six (6) months beginning with the first month after contribution for active employment ceases. The Union and the employees shall have the same rights and remedies in the event of the failure of the Employer to make proper payments as required by the Trust Fund.

(e) The Company, by the 5th of each month, shall post on the dispatch office a list of all the employees that worked the preceding month with the number of hours worked by each employee.